



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT AMENDMENT FOR RADIATION THERAPY SERVICES
(Second District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached agreement amendment H-209631-2, substantially similar to Exhibit I, with St. Francis Medical Center (St. Francis), to continue providing radiation therapy services for Harbor-UCLA Medical Center (Harbor-UCLA) patients, effective July 1, 2004 through June 30, 2005, for a total County projected cost of \$214,000.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign an agreement amendment with St. Francis, continuing the provision of radiation therapy services for Harbor-UCLA patients. Harbor-UCLA has neither the staff nor equipment to provide inpatient radiation therapy services. The recommended action will ensure that there is no disruption of radiation therapy services to Harbor-UCLA patients.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this Amendment was not scheduled for the Board agenda three weeks prior to its expiration because of other critical priorities and lack of time-saving process enhancements.

FISCAL IMPACT/FINANCING:

The total estimated cost for the Amendment is \$214,000. The \$85.00 per treatment rate remains unchanged.

Funding for this program is included in the FY 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 30, 1998, the Board approved Agreement No. H-209631 with St. Francis for the provision of radiation therapy services to patients referred from Harbor-UCLA.

On June 27, 2000, the Board approved Amendment No. 1, which extended the term through June 30, 2004. This Amendment will continue services through June 30, 2005, at which time a new agreement will be recommended to your Board.

The Amendment includes Health Insurance Portability and Accountability Act provisions, Compliance with the County's Jury Service Program, Safely Surrendered Baby Law, and No Payment for Services Provided Following Expiration/Termination of Agreement.

The Department of Health Services has determined that the radiation therapy services provided by St. Francis are of a professional nature and are required on an intermittent basis.

The Administrative staff at Harbor-UCLA will continue to monitor the contractor's performance, to assure compliance with the terms and conditions of the agreement.

Attachment A provides additional information.

County Counsel has approved the Amendment (Exhibit I) as to form.

CONTRACTING PROCESS:

Not applicable.

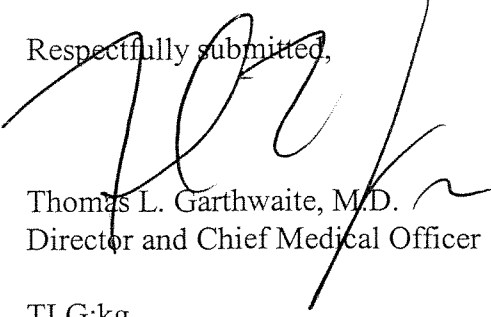
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached Amendment will ensure the continued and uninterrupted provision of radiation therapy services to patients at Harbor-UCLA.

The Honorable Board of Supervisors
June 17, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kg

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3398.KG
6/07/04

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Radiation therapy services to patients referred from Harbor-UCLA Medical Center.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

St. Francis Medical Center
3630 Imperial Highway
Lynwood, CA 90262
Attention: Steven Peiser
(626) 744-2300

3. TERM:

The Amendment will become effective July 1, 2004 and continue through June 30, 2005.

4. FINANCIAL INFORMATION:

The estimated net County cost from July 1, 2004 through June 30, 2005, will be \$214,000.

Funding is available for these services in the Fiscal Year 2004-05 Proposed Budget.

5. MONITORING:

The Administrative staff at Harbor-UCLA will be responsible for monitoring the agreement in its entirety.

6. APPROVALS:

Administration: Tecla A. Mickoseff, Chief Executive Officer

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Elizabeth Friedman, Sr. Deputy County Counsel

EXHIBIT I
Contract No. H209631-2

RADIATION THERAPY SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

ST. FRANCIS MEDICAL CENTER
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RADIATION THERAPY SERVICES AGREEMENT", dated June 30, 1998, and
further identified as Agreement No. H-209631, and Amendment No. 1
thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make other hereafter
described changes; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall become effective on July 1, 2004.

2. Agreement Paragraph 1, TERM AND TERMINATION, subparagraph "A", is revised to read as follows:

"A. This Agreement shall be effective July 1, 1998, and shall continue in full force and effect on a month-to-month basis, to and including June 30, 2005, unless sooner terminated or canceled under the conditions of this Agreement."

3. Paragraph 22, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agree-

ment maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b)."

4. Paragraph 23, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may

terminate this Agreement pursuant to Termination for Default Paragraph of this Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

5. Paragraph 24, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be amended to read as follows:

"24. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used."

6. Paragraph 27, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"27. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to

satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

7. Paragraph 29, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, is added to the Additional Provisions as follows:

"29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of

this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SETS, PRIVACY, AND

SECURITY. EACH PARTY FURTHER AGREES THAT, SHOULD IT FAIL TO COMPLY WITH ITS OBLIGATIONS UNDER HIPAA, IT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THE OTHER PARTY'S OFFICERS, EMPLOYEES, AND AGENTS), FOR DAMAGES TO THE OTHER PARTY THAT ARE ATTRIBUTABLE TO SUCH FAILURE."

8. Paragraph 30, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, is added to the Additional Provisions as follows:

"30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual

basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove:

"Contractor" shall mean a person, partnership, corporation, or other entity, which has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts;

"employee" means any California resident who is a full-time employee of Contractor; and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing

practice that defines the lesser number of hours as full-time.

Full time employees providing short term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions to this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies

for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

9. Paragraph 31, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, is added to the Additional Provisions as follows:

"31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide

to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractor providing services under this Agreement also notify and provide to each of its officer, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and reviewing purposes."

10. Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, is added to the Additional Provisions as follows:

"32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, providing services under this Agreement, if any, to post this poster in a prominent position in the subcontractor's place of business. County's

Department of Children and Family Services will supply the Contractor with the poster to be used."

11. Paragraph 33, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, is added to the Additional Provisions as follows:

"33. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any monies, or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of the Agreement."

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

ST. FRANCIS MEDICAL CENTER
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMEND2/H209631
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